

REMARKS**Claim Rejections****Examiner's Comment**

In response to the Examiner's comment, the Applicants have requested that claim 1 be amended to delete the reference to "pan-like" and replace the deleted reference with the phrase "pan-shaped" as suggested by the Examiner.

Claim Rejection under 35 USC 102(b)- Harvey

The Examiner rejected claims 1-2 and 4-7, 14, 15, 17-19 and 21-23 as anticipated by patent no. 3,775,240 to Harvey ("Harvey"). As with Le Cong, the Harvey reference discloses the application of a liquid gel coat material (ref numeral 66) being applied to a form (ref. numeral 44) to form a plastic outer shell. The outer shell is treated over several steps with the addition of fiberglass (ref numeral 68), aggregate (ref. numeral 74) and reinforcing rods (ref. numerals 74 and 76) to form the final outer shell. The outer shell is then filled with a filler material (ref. numeral 78) to form the final wall configuration. The filler material is disclosed as a lightweight concrete (column 1 lines 61-64).

As stated in previous correspondence with the Examiner, the filler material of Harvey is not "self-bonding" to the rigid laminate material as taught by the Applicants. On page 4 of the office action (line 5-6), the Examiner states that the filler material (termed reinforcing material by the Examiner) is "self-bonding, since it is poured into the plastic shell and cured without an extra bonding agent". While the Applicants do not dispute the fact that the filler material used in Harvey does not require a curing agent to assume a solid form, Applicants respectfully submit that the filler material is not capable of bonding to the plastic shell used in Harvey. In fact, Harvey specifies that an aggregate material (ref numeral 74) be applied to the plastic shell to improve the bonding between the shell and the filler material (column 8, lines 21-27). Such a step would not be required if the filler material was capable of sufficient bonding to the plastic shell on its own. In addition, the reinforcing rods also provide additional bonding between the filler material and the plastic shell. As a specific embodiment, Harvey discloses the use of "turkey rock". Clearly, the filler material of Harvey is not capable of satisfactory self-bonding to the plastic shell. In contrast, no special preparation steps are required in the Applicants' process to allow a bond to occur between the reinforcing material and the

rigid laminate. This is reflected in the term “self-bonding” as recited in claims 1, 4 and 6 of the instant application. If the Examiner prefers alternate or additional language to convey this limitation, the Applicants invite the Examiner to suggest appropriate language.

In addition, Applicants have amended claims 5, 17 and 21 regarding the recitation of plumbing fixtures. As amended, claim 5, 17 and 21 recite that the at least one opening is designed to receive a plumbing fixture. Applicants submit that this amendment more clearly defines the specification and limits the dimensions of the openings. Such an amendment is allowable and is not indefinite since the exact dimension of the opening will depend on the plumbing fixture selected. The use of relative terminology does not automatically render a claim indefinite. MPEP § 2173.05(b). The Federal Circuit, reversing a lower court, upheld a claim as definite in which dimensions of an element of the claimed invention were defined relative to the object with which the invention was to be used. See Orthokinetics, Inc. v. Safety Travel Chairs, Inc., 806 F.2d 1565, 1576 (Fed. Cir. 1986) (regarding a wheelchair to be used with automobiles, where the claim defined the size of the wheelchair relative to the particular automobile with which it would be used, stating “[t]he phrase ‘so dimensioned’ is as accurate as the subject matter permits, automobiles being of various sizes. As long as those of ordinary skill in the art realized that the dimensions could be easily obtained, § 112, 2d ¶ requires nothing more. The patent law does not require that all possible lengths corresponding to the spaces in hundreds of different automobiles be listed in the patent, let alone that they be listed in the claims.”) “Acceptability of claim language depends on whether one depends one of ordinary skill in the art would understand what is claimed, in light of the specification.” MPEP § 2173.05(b). However, the dimensions of the opening are distinct from the window and door openings disclosed by Harvey and the other references cited in the art of record.

Conclusion

Applicant believes the foregoing addresses the concerns and the prior art cited by the Examiner. Applicant respectfully requests that the requested amendments be entered and that a timely Notice of Allowance be issued in this case.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'TGP', with a long horizontal line extending to the right.

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